



JOSHUA FEYGIN <josh@sueyourdealer.com>

2019 Honda HRV Morgan Saccone

2 messages

Sales Dep <carstrada@gmail.com>

Wed, Mar 29, 2023 at 5:06 PM

To: JOSHUA FEYGIN <josh@sueyourdealer.com>

Hi Jason

After reviewing your settlement agreement

I saw that you saying that I have to pay 10.000

Representing statutory damages for violation of
The Odometer Act?

She bought the car with Actual miles and I Have
Odometer Disclosures. So were you getting that .

Val Sigal

Carstrada

Sent from my iPhone

JOSHUA FEYGIN <josh@sueyourdealer.com>

Wed, Mar 29, 2023 at 5:20 PM

To: Sales Dep <carstrada@gmail.com>

The demand letters that were delivered to the dealership clearly and succinctly explain the dealership's violation of the Odometer Act.

The violation has nothing to do with the odometer reading. It has to do with the dealership's failure to present the consumer with the title for inspection (as required by the Odometer Act) in order to conceal the fact that the vehicle had a branded title.

The 11th Circuit Court of Appeals found a violation of the Odometer Act occurred under similar circumstances when a dealership withheld the certificate of title with intent to defraud and conceal the fact that a vehicle was previously used as a rental car. I attach the decision for your ready reference. That case remains good law to this day.

The result will be no different here. The dealership was obligated to make mileage disclosures on the certificate of title exclusively and provide the certificate of title to my client for examination and signature. Instead, the dealership improperly used several DHSMV forms to bypass the requirements of the Odometer Act with the express intent to conceal the fact that the vehicle was branded with a rebuilt title.

This is not a difficult case to prove.

Sent from a mobile device using voice dictation. Please excuse any typos.

Joshua Feygin, Esq.*

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(Note: By Appointment Only)

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On Wed, Mar 29, 2023, 5:07 PM Sales Dep <carstrada@gmail.com> wrote:

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Owens v. Samkle Auto. Inc. _ 425 F.3d 1318.PDF

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